

CITY OF BURLINGTON PURCHASE ORDER TERMS AND CONDITIONS

The Terms and Conditions listed below will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the City of Burlington (the "City") under a City purchase order. Additional terms and conditions stated on the face of a City purchase order shall take precedence over any conflicting term and conditions stated below. Any terms and conditions not stated on the face of a City purchase order but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of a City purchase order.

- 1) Submit all claims for payment by detailed itemized invoice.
- 2) MAIL OR DELIVER ALL INVOICES TO **City of Burlington, P.O. Box 1358, Burlington, N.C. 27216**
OR EMAIL TO ap@burlingtonnc.gov
- 3) Invoices for partial deliveries must be so indicated.
- 4) The conditions of this order are not to be modified by any verbal understanding. Any changes must be in writing or by "Changed Purchase Order" which has been approved by the Purchasing Manager.
- 5) INVOICES AND DELIVERY PAPERS MUST BEAR THIS PURCHASE ORDER NUMBER.
- 6) The City of Burlington is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item.
- 7) **NORTH CAROLINA STATE SALES TAX AND ALAMANCE COUNTY SALES TAX:** The City is not exempt from North Carolina State Sales Tax. All sales tax must be listed separately.
- 8) Rejected materials will be returned to the vendor at the vendor's risk and expense.
- 9) Vendor will defend, indemnify, and save the City harmless from any and all laws, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
- 10) If a product provided hereunder is alleged to be defective in any respect whatsoever, vendor will defend, indemnify, and save City harmless from all losses, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
- 11) If vendor performs services or constructs, erects, inspects, or delivers hereunder, vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
- 12) All prices must be FOB delivered to points as indicated on the front of this order. Where specific purchase is quoted or negotiated FOB shipping point, the vendor is to prepay shipping charges and add to the invoice.

- 13) Cash discounts will be deducted as provided in accordance with the terms of your official bid or invoice. Net purchases will be paid within 30 days from date of your invoice.
- 14) **E-Verify compliance:** the vendor shall comply with the requirements of article 2 of chapter 64 of the North Carolina General Statutes (E-Verify). Failure of the vendor to comply with this provision or failure of its vendors to comply could render this order void under North Carolina Law.
- 15) **Iran Divestment Certification:** Contractor hereby certifies that contractor, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to North Carolina general statute 143-6A-4. Contractor shall not utilize any subcontractor that it is identified on this list.
- 16) This purchase order is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Alamance County, North Carolina.
- 17) Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
- 18) City reserves the right to make no payment until order is fully delivered.